

89627

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code 6103)

RECEIVED FOR RECORD

AT 2:00 O'CLOCK P.M.

APR 18 1986

Recorded in Official Records of Riverside County, California

William J. Bondy
Recorder

Fees

FOR RECORDER'S OFFICE USE ONLY

Project: Traffic Control Device at
Canyon Crest Drive and Linden Street

11437

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a political body, as Grantor, grants to the CITY OF RIVERSIDE, a municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of traffic control devices, together with all necessary appurtenances, in, under, upon, over and along that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

All that portion of the west 1/2 of the southwest 1/4 of Section 20, Township 2 South, Range 4 West, San Bernardino Meridian, described as follows:

COMMENCING at the intersection of the centerline of Canyon Crest Drive with the centerline of Linden Street (vacated) as shown by Record of Survey, on file in Book 13, Page 60 of Record of Surveys, records of Riverside County, California;

THENCE North along said centerline of Canyon Crest Drive 45.00 feet;

THENCE East 33.00 feet to the east line of said Canyon Crest Drive and to the true POINT OF BEGINNING;

THENCE continuing east a distance of 30 feet to a line which is parallel with and distant 30 feet east as measured at right angle from said east line of Canyon Crest Drive;

89627

THENCE South along said parallel line 135 feet;

THENCE West 30 feet to said east line of Canyon Crest Drive;

THENCE North along said east line of Canyon Crest Drive 135 feet to said true POINT OF BEGINNING.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said traffic control devices and appurtenances.

1. The easement herein granted is subject to all covenants, conditions, reservations, contracts, leases, including agricultural leases, licenses, easements, contracts, encumbrances, restrictions, and rights-of-way of record and appurtenances thereto, and the use of the word "grant" shall not constitute any warranty on the part of the Grantor.
2. Grantee shall comply with all regulatory environmental and safety requirements at Grantee's expense.
3. Grantee shall not materially interfere with the normal operation and activities of Grantor in its use of adjoining land, and Grantee shall use such routes and procedures on Grantor's land as occasion the least practical damage and inconvenience to Grantor.

89627

4. Grantee shall repair and restore to original condition any of Grantor's property, including, but not necessarily limited to, roads, utilities, buildings and fences that may be damaged or destroyed in connection with the exercise of the easement herein granted.

5. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property, from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees' or licensees' use of the easement herein granted or with the improvements or personal property thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees. Grantee hereby covenants and agrees to and shall indemnify Grantor, its officers, employees, and agents and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of this easement by Grantee, however occurring.

6. Grantee, its officers, employees, and agents shall assume all risk of injury or death of persons or damage to any and all property under the control or custody of Grantee upon said premises or damage or loss of any property maintained on the premises by Grantee, its contractors, agents, officers, members, employees, invitees or licensees. Grantee shall also be responsible for any damage to the adjoining lands of Grantor or third parties resulting from installation, operation, and maintenance of the traffic control devices.

89627

7. Grantee alone shall pay any taxes or use fee(s) levied against the premises or against Grantee's interest by any governmental agency relating to the easement herein granted. Grantee shall not cause liens of any kind to be placed against the property.
8. Grantee shall pay all escrow and recording fees incurred in this transaction and if title insurance is required by the Grantee, the premium charge therefor.
9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

This grant shall continue so long as the property is used and maintained for traffic control devices. In the event Grantor's property shall cease to be used for a continuous period of one year for the purpose of the grant, then, at Grantor's option, the easement created by this conveyance, shall terminate and in the event of such termination, the easement shall be quit claimed from grantee to grantor without expense to grantor, and grantee shall remove all improvements placed upon said property and restore said premises as nearly as possible to the same condition as it was in prior to the execution of this agreement, ordinary wear and tear and damage by the elements, fire, earthquake, flood, acts of God, excepted.

89627

Dated APRIL 4, 1986

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a political body

By Patricia L. Trivette

Title ASSOCIATE SECRETARY

APPROVED AS TO FORM:

Karl E. Droese, Jr.
KARL E. DROESE, JR.
UNIVERSITY COUNSEL OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted January 25, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 4/18/86

Malcolm H. [Signature]
Property Services Manager
title

0038X/m - 1640m/k

APPROVED AS TO FORM

John Woodlee
CITY ATTORNEY

DESCRIPTION APPROVAL

George [Signature] 3/14/86

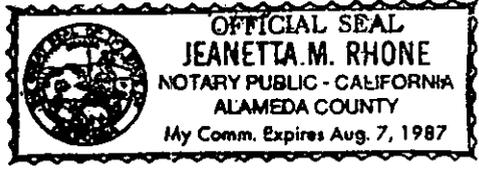
State of California }
County of Alameda } is.

On this 4th day of April, 1986, before me, JEANETTA M. RHONE, A Notary Public, State of

California, duly commissioned and sworn, personally appeared Patricia L. Trivette known to me to be the Associate Secretary of The Regents of the University of California, a public corporation, and known to me to be the person who executed the within instrument on behalf of said public corporation and acknowledged to me that The Regents of the University of California executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, in the County of Alameda the day and year in this Certificate first above written.

89627



Jeanetta M. Rhone
JEANETTA M. RHONE, Notary Public, State of California

89627

DRIVE

R/S 13/60



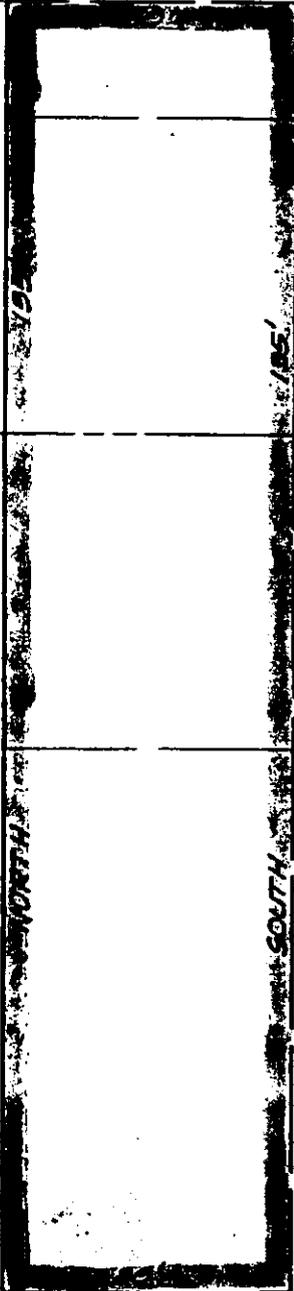
33' EAST

NORTH 45'

E LINDEN STREET

E LINDEN ST. VACATED

CANYON CREST



W 1/2 SW 1/4 SEC. 20
T. 2 S. R. 4 W. S. B. M.

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

12/26/86-10

SCALE: 1" = 20'

DRAWN BY K96 DATE 7/11/85

SUBJECT TRAFFIC SIGNALS CANYON CREST & LINDEN

11427